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Craig Adkins
Vice-President and General Counsel
Craig.adkins@bank7.com

June 19, 2009

Via Federal Express

Surface Transportation Board
1925 K Street NW Suite 704
Washington DC 20423-0001
Attn: Recordation of Railroad Equipment

RECORDATION NO. 27996 FILED

JUL 02 09

2-16 PM

SURFACE TRANSPORTATION BOARD



Re: Recordation of Security Agreement

Ladies and Gentlemen:

Enclosed please find two fully executed originals of the document described below for recording pursuant to Section 11301 of Title 49 of the U.S. Code. The document is a Security Agreement, a primary document, dated June 19, 2009. The names and addresses of the parties to the Security Agreement are as follows:

Secured Party:

Bank 7
1039 N.W. 63rd Street
Oklahoma City, Ok 73116

Debtor:

Great Smoky Mountains Railroad, Inc.
225 Everett St. Suite G-H
Bryson City, NC 28713

Guarantors

Allen and Carol Harper
RR at 479 Main Ave.
Durango, Colorado 81301

Scenic Railroads Acquisition Corporation
1390 S. Dixie Hwy
Coral Gables, FL 33146

American Heritage Railways, Inc.
1360 S Dixie Hwy
Coral Gables, FL 33146

JUL 2 2009

A description of the equipment covered by the Security Agreement follows:

All locomotives, railroad cars and rolling stock owned by Great Smoky Mountains Railroad, Inc., including but not limited to the items identified on Exhibit A attached to this letter. Included in the property covered by the aforesaid Security Agreement are all locomotives, railroad cars, and rolling stock intended for use related to interstate commerce, or interests therein, owned by Great Smoky Mountains Railroad, Inc. at the date of the Security Agreement or thereafter acquired by it or its successors as owners of the lines of railway covered by the Security Agreement.

A fee of \$41.00 is enclosed. Please return one original and any extra copies not needed by the Board for recordation to Bank 7 at the address set forth above.

A short summary of the document to appear in the index follows:

Security Agreement between Bank 7, 1039 N.W. 63rd Street, Oklahoma City, Oklahoma 73116 (Secured Party) and Great Smoky Mountains Railroad, Inc., 225 Everett St. Suite G-H, Bryson City, NC 28713 covering all locomotives, railroad cars, and rolling stock of Debtor.

If you have any questions regarding this matter, please don't hesitate to call me.

Very Truly Yours



Craig Adkins
Vice President and General Counsel
Bank 7

Acknowledgement for Security Agreement:

STATE OF Colorado
COUNTY OF La Plata

This instrument was acknowledged before me on this 18th day of June, 2009, by Allen Harper as President of Great Smoky Mountains Railroad, Inc., a North Carolina corporation.

(NOTARY SEAL)



Beverly R. Burton
Notary Public Signature
Beverly R. Burton
(Name typed, printed or stamped)
Notary Public, State of Colorado
Commission No.: _____
My Commission Expires: 1/14/2012

I, Allen Harper, certify that I am President of Great Smoky Mountains Railroad, Inc., a North Carolina corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct. Executed on the 18th day of June, 2009.

Allen Harper
Allen Harper

SECURITY AGREEMENT

06/19/2009

DEBTOR'S NAME(S)

GREAT SMOKY MOUNTAINS RAILROAD, INC.

SECURED PARTY'S NAME AND ADDRESS

Bank 7
Oklahoma City Branch
1039 NW 63rd Street
Oklahoma City, OK 73116

DEBTOR'S ADDRESS

225 EVERETT STREET, SUITE G-H
BRYSON CITY, NC 28713

- I. GRANT OF SECURITY INTEREST. For value received, the undersigned (referred to as "Debtor" whether one or more) grants to Secured Party named above a security interest in the Collateral described below to secure the payment of the "Indebtedness" (as defined below) and performance of all Debtor's obligations and agreements in this Agreement or other documents evidencing the Indebtedness. For purposes of this Agreement, any term used in the Uniform Commercial Code, as adopted and revised from time to time in the State of Oklahoma ("UCC"), and not defined in this Agreement has the meaning given to the term in the UCC. Debtor's location (if other than the address reflected above) is in the state of NORTH CAROLINA
II. DESCRIPTION OF COLLATERAL. The "Collateral" shall include:

All locomotives and rolling stock of Debtor, including, but not limited to, those items identified on Exhibit A attached hereto and made apart hereof.

RECORDATION NO. 27996 FILED

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SURFACE TRANSPORTATION BOARD

This term "Collateral" also includes to the extent not listed above as original collateral.

- (1) After-Acquired Property After acquired property, provided, however, the security interest will not attach to (a) consumer goods, other than an accession when given as additional security, unless the Debtor acquires rights in them within 10 days after the Secured Party gives value, or (b) a commercial tort claim
(2) Proceeds Proceeds, products, additions, substitutions and accessions of the Collateral
(3) Deposits Unless prohibited by law, any property (excluding Individual Retirement Accounts and other qualified retirement accounts), tangible or intangible, in possession of Secured Party at any time during the term of this Agreement, or any indebtedness due from Secured Party to Debtor and any deposit or credit balances due from Secured Party to Debtor and Secured Party may at any time while the whole or any part of the Indebtedness remains unpaid, whether before or after maturity thereof be appropriated, held or applied toward payment of the Indebtedness or any obligation of Debtor to Secured Party

III. SECURED INDEBTEDNESS. The security interest granted under this Agreement secures the following (referred to as the "Indebtedness"): (1) the performance of all of the agreements, obligations, covenants and warranties of Debtor as set forth in this Agreement or any other agreement between Debtor and Secured Party, (2) all liabilities of Debtor to Secured Party of every kind and description, including (a) all promissory notes given from Debtor to Secured Party, (b) all future advances from Secured Party to Debtor, whether in the form of a loan for a similar or different purpose than any other loan to Debtor, (c) Debtor's overdrafts, whether business or personal, (d) direct or indirect liabilities, (e) liabilities due or to become due and whether absolute or contingent, and (f) liabilities now existing or hereafter arising and however evidenced, (3) all extensions, renewals and deferrals of liabilities of Debtor to Secured Party for any term or terms, to which the undersigned hereby consents; (4) all interest and other finance charges due or to become due on the liabilities of Debtor to Secured Party (5) All expenditures by Secured Party involving the performance or enforcement of Debtor's obligations, agreements, covenants and warranties under this Agreement or any other agreement between Debtor and Secured Party, and (6) All costs, attorneys' fees and other expenditures of Secured Party in the collection and enforcement of any obligation or liability of Debtor to Secured Party and in the collection and enforcement, sale or other liquidation of any of the Collateral.

6. JOINT AND SEVERAL RESPONSIBILITY OF DEBTOR AND SURETIES The responsibilities of Debtor and any co-debtor, guarantor, surety or accommodation party under this Agreement are joint and several, and the references to Debtor in this Agreement shall be deemed to refer to each such person, including any person who pledges Collateral even if such pledgor is not otherwise liable under any promissory note, guaranty or other instrument secured by this Agreement

7. SEPARABILITY OF PROVISIONS If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never existed.

8. GOVERNING LAW This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, except to the extent that the UCC provides for application of the law where the Debtor or the collateral is located (if other than Oklahoma) as the case may be.

9. ENTIRE AGREEMENT This Agreement, together with any mortgage of real estate which may be Collateral, constitutes the entire agreement between the parties with respect to the subjects addressed herein. This Agreement may be amended or modified only by a writing signed by Secured Party specifying that it is a modification, amendment or addition to this Agreement.

IV. GENERAL PROVISIONS.

1. WAIVERS No act, delay or omission, including Secured Party's written express waiver of a remedy after any default under this Agreement, shall constitute a waiver of any of Secured Party's rights and remedies not expressly waived in writing under this Agreement or any other agreement between the parties. All of Secured Party's rights and remedies are cumulative and may be exercised singly or concurrently. The waiver or exercise of any one or more rights or remedies will not be a waiver or a bar to the exercise of any other rights or remedies upon any subsequent default. No waiver, change, modification or discharge of any of Secured Party's rights or remedies or Debtor's duties as specified or allowed by this Agreement will be effective unless in writing and signed by a duly authorized officer of Secured Party. Acceptance of any partial or late payment shall not constitute a waiver of any requirement of this Agreement or impose any additional notification duties upon Secured Party. Debtor and all other signers, including guarantors, waive presentment, notice of dishonor and protest, notice of default, notice of intention to accelerate and notice of acceleration and consent to any and all extensions of time for any term or terms regarding payment due, partial payments, or renewals before or after maturity. Debtor and all other signers, including guarantors, further consent to substitution, impairment, release or nonperfection with regard to the Collateral, and the addition or release of or agreement not to sue any party or guarantor.

2. AGREEMENT BINDING ON ASSIGNS This Agreement inures to the benefit of Secured Party's successors and assigns, and is binding upon Debtor's heirs, executors, administrators, representatives, successors and permitted assigns (and all persons who become bound as a debtor to this Security Agreement), but no person taking from or representing Debtor has any right to advances under any instrument or document secured by this Agreement

3. CHANGES IN TERMS Secured Party reserves the right to change any of the terms of this Agreement in accordance with applicable law and the provisions of this Agreement

4. TERM OF AGREEMENT This Agreement, and the security interest created by this Agreement, will remain in force until all of the Indebtedness is paid in full, unless the security interest created by this Agreement is earlier released by Secured Party in writing

5. RIGHTS OF SECURED PARTY ASSIGNABLE Secured Party, at any time and at its option, may pledge, transfer or assign its rights under this Agreement in whole or in part, and any transferee or assignee shall have all Secured Party's rights or the parts of them so pledged, transferred or assigned. Debtor's rights under this Agreement or in the Collateral may not be assigned without Secured Party's prior written consent

V. EVENTS OF DEFAULT. Debtor shall be in default under this Agreement upon the happening of any one or more of the following events or conditions, called "Events of Default" in this Agreement

1. If any warranty, covenant, agreement, representation, financial information or statement made or furnished to Secured Party by Debtor, any guarantor or surety, or otherwise on Debtor's behalf to induce Secured Party to enter into this Agreement or in conjunction with it, is violated or proves to have been false in any material respect when made or furnished

2. If any payment required in this Agreement or under any other agreement or obligation of Debtor to Secured Party or to others is not made when due or in accordance with the terms of the applicable contract

3. If Debtor defaults in the performance of any covenant, obligation, warranty, or provision contained in this Agreement or any other agreement, mortgage or obligation of Debtor to Secured Party or to others, including without limitation Debtor's failure to insure the Collateral or unlawful use of the Collateral

4. If any event or condition exists or occurs which results in acceleration of the maturity of any obligation of Debtor to Secured Party or to others under any note, mortgage, indenture, agreement, or undertaking

5. If anyone makes any levy against or seizes, garnishes or attaches any of the Collateral, if Debtor consensually encumbers any of the Collateral, or if Debtor sells, leases, or otherwise disposes of any of the Collateral without Secured Party's prior written consent as required by this Agreement or any mortgage executed in connection with this Agreement

6. If the Collateral is lost, stolen, substantially damaged or destroyed

7. If, in Secured Party's judgment, the Collateral becomes unsatisfactory or insufficient in character or value, and upon request Debtor fails to provide additional Collateral as required by Secured Party

8. If at any time Secured Party, in its sole discretion, believes the prospect of payment or performance of any duty, covenant, warranty or obligation secured by this Agreement is impaired

9. If Debtor or any guarantor or surety dies, dissolves, terminates existence, or becomes insolvent if a receiver is appointed over any part of Debtor's property or any part of the Collateral, if Debtor makes an assignment for the benefit of creditors, or if any proceeding is commenced under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor

10. If the Collateral is removed from the location specified in this Agreement or in a separate notice to Secured Party without Secured Party's prior written consent, except for temporary periods in the normal and customary use of the Collateral

11. Secured Party shall receive at any time following the closing a filing office report indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report

VI. ADDITIONAL PROVISIONS. The undersigned specifically agree to all of the "Additional Provisions" on the reverse side of this Agreement

SECURED PARTY'S SIGNATURE

DEBTOR(S) SIGNATURE(S)

Bank 7
Oklahoma City Branch

By: ALLEN HARPER, President of GREAT SMOKY MOUNTAINS RAILROAD, INC.

By: Dennis K. Jett, Vice President

ADDITIONAL PROVISIONS

DEBTOR EXPRESSLY REPRESENTS, WARRANTS, COVENANTS AND AGREES:

REPRESENTATIONS, WARRANTIES AND COVENANTS

1. FINANCIAL INFORMATION. All applications, balance sheets, earnings statements, and other financial information and representations which have been, or may later be, furnished to Secured Party to induce it to enter into or continue a financial transaction with Debtor fairly represent Debtor's financial condition as of the date and for the period shown in such documents. All information furnished to Secured Party at any time and in any form is, or shall be at the time furnished, true and accurate in all material respects and sufficiently complete to give Secured Party full knowledge of the subject matter. Debtor will provide to Secured Party annually, or more frequently if Secured Party so elects, such financial information about Debtor's affairs as Secured Party may reasonably request. Debtor's financial condition has not changed materially since the effective date of the last furnished financial information except as Debtor has reported to Secured Party in writing.

2. INFORMATION ON COLLATERAL. Debtor will furnish to Secured Party information adequate to identify all Collateral, in a form and at such times as Secured Party may request. Debtor also will deliver to Secured Party, upon request, true copies of purchase orders, shipping, delivery and warehouse receipts, and invoices evidencing and describing the Collateral, as well as true copies of all contracts to furnish goods or services to Debtor's customers. Debtor will execute such documents as Secured Party may require to evidence, perfect and record Secured Party's security interest granted by this Agreement and enable Secured Party to receive proceeds and distributions from or interest in the Collateral.

3. OWNERSHIP FREE OF ENCUMBRANCES. Except for the security interest granted by this Agreement or by a mortgage executed in connection with this Agreement, and except for any security interest previously disclosed in writing to Secured Party, Debtor now owns, or will use the proceeds of the advances secured by this Agreement to become the owner of the Collateral (or has rights in or the power to transfer the Collateral) free from any prior liens, security interests or encumbrances. Debtor warrants title to and will defend the Collateral against all claims and demands of persons claiming any interest in the Collateral adverse to Secured Party. Debtor will not permit any liens or security interests other than Secured Party's security interest to attach to any of the Collateral, and will not permit the Collateral to be levied upon, garnished or attached under any legal process, or permit any other thing to be done that may impair the value of the Collateral or the security interest granted to Secured Party by Debtor.

4. FINANCING STATEMENTS. No Financing Statement or Lien Entry Form covering the Collateral is on file in any public office except in connection with this Agreement. Debtor agrees to join with Secured Party in executing one or more Lien Entry Forms, Financing Statements, or Effective Financing Statements in form satisfactory to Secured Party and provide such other documents as may be required from time to time in order to evidence, perfect or continue perfection, or record the security interest granted in this Agreement. Debtor hereby authorizes and grants to Secured Party a power of attorney to execute such documents on Debtor's behalf. A carbon, photographic or other reproduction of this Agreement or of any Financing Statement is sufficient as a Financing Statement.

5. LOCATION OF COLLATERAL, RECORDS, INVENTORY AND EQUIPMENT. Debtor will give Secured Party written notice of each office or location at which the Collateral and Debtor's records pertaining to the Collateral are kept. Debtor shall not be required to give such notice if all Collateral and all of Debtor's records pertaining to the Collateral are and shall be kept at Debtor's address shown on the face of this Agreement, and if such address is Debtor's chief executive office. Debtor will notify Secured Party in writing of any proposed change in any of the offices or locations of the Collateral, prior to the proposed effective date of such change. Debtor will not remove or permit removal of any of the Collateral from the location specified in this Agreement without Secured Party's prior written consent, except as otherwise provided in this Agreement, and such removal shall be considered an Event of Default under this Agreement.

6. SALE, LEASE OR DISPOSITION OF COLLATERAL PROHIBITED. Debtor shall not sell, mortgage, transfer, exchange, lease, hypothecate, assign, license, grant any other security interest or otherwise dispose of all or any part of the Collateral or Debtor's rights in it without first obtaining Secured Party's written consent. Secured Party's consent may be conditioned upon any requirements (including, but not limited to, the application of proceeds to obligations secured by this Agreement) which Secured Party deems to be for the protection of its security interest. Secured Party's consent will not be deemed to be effective unless and until such requirements and conditions have been fulfilled. Neither Debtor's grant of a security interest in the proceeds of the Collateral nor any requirement that Debtor furnish a Statement concerning farm products, if applicable, shall be construed to mean that Secured Party consents to sale or any other disposition of the Collateral.

7. MAINTENANCE AND INSPECTION. Debtor, at its own expense, shall (a) keep the Collateral in good condition and repair so that its value and operating efficiency shall be maintained and preserved, (b) not permit the Collateral to be misused, abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, (c) prudently protect the Collateral from the elements, and (d) use the Collateral lawfully and not permit its illegal use or its use in a manner not permitted or covered by the insurance on the Collateral required by this Agreement. Debtor shall comply promptly with all requirements of any governmental agency affecting the Collateral and, upon Secured Party's request, deliver to Secured Party evidence of such compliance. Debtor shall at all times keep accurate and complete books and records of transactions and information relating to the Collateral. Debtor grants to Secured Party the right and privilege of making such inspections of the Collateral and Debtor's books and records relating to it as Secured Party deems necessary, and auditing or causing an audit or verification of such books and records, at any time and from time to time, including contacting Debtor's customers or suppliers in connection with such audit or verification. Debtor agrees to assist Secured Party in facilitating such audits, verifications and inspections.

8. TAXES AND FEES. Debtor shall pay promptly any and all taxes, assessments and license fees with respect to the Collateral or use of the Collateral when the same shall become due. If the Collateral is on or affixed to realty owned by Debtor, Debtor shall make all such payments with respect to the realty when they are due.

9. AFFIXING TO REAL OR PERSONAL PROPERTY PROHIBITED. Unless Debtor has also granted Secured Party a first priority mortgage in the Collateral, Debtor shall not permit any of the Collateral which is personal property to become an accession or affixed to other personal property or become attached or affixed to real property without first obtaining Secured Party's written consent. Secured Party's consent may be conditioned upon any requirements (including, but not limited to, the subrogation of other interest owners in and to such other personal or real property to Secured Party's rights and interest in the Collateral) which Secured Party deems to be for the protection of its security interest. Secured Party's consent will not be deemed to be effective unless and until such requirements and conditions have been fulfilled.

10. INSURANCE ON THE COLLATERAL. While any of the Indebtedness remains outstanding and throughout the full term of this Agreement, Debtor shall maintain and pay for insurance on all Collateral, wherever located, including but not limited to storage facilities or in transit in vehicles, including goods evidenced by documents. Such insurance shall be purchased through any person of Debtor's choice, with companies acceptable to Secured Party, against such casualties, hazards, public liabilities and other risks, and in such amounts as prudent and adequate to protect Secured Party or as Secured Party shall require. All insurance policies, except for vendor's single interest insurance, or certified copies of such policies evidencing the insurance coverage shall be furnished to Secured Party within 10 days of the date of this Agreement. All policies of insurance shall provide for at least 10 days' prior written notice to Secured Party of cancellation. Secured Party may act as Debtor's attorney-in-fact, with power of attorney to procure insurance, make, adjust, and settle claims under or cancel such insurance, and endorse Debtor's name on any drafts or checks drawn by insurers of the Collateral. Provided, however, Secured Party is under no obligation and has no duty to procure insurance, pay premiums, make, adjust or settle claims with respect to any insurance or to cancel any insurance required by this Agreement. Debtor assigns to Secured Party any returned or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever, and directs insurers to pay Secured Party any amounts so due. Any balance of insurance proceeds remaining after payment in full of all amounts secured by this Agreement shall be paid to Debtor.

11. EXPENDITURES BY SECURED PARTY. At its option, and after any written notice to Debtor required by law, Secured Party may, but is not obligated to, discharge taxes, liens, security interests or other encumbrances on the Collateral, or pay for: (a) the repair of any damage to the Collateral, (b) anything necessary to maintain and preserve the Collateral, and (c) insurance on the Collateral. Debtor shall be liable and agrees to reimburse Secured Party promptly for all such expenditures, and for all costs, attorney fees and other disbursements made by Secured Party in connection with this paragraph. In addition, Debtor shall be liable and agrees to reimburse Secured Party promptly for all costs, attorney fees and other disbursements made by Secured Party as allowed by law or provided for in this Agreement in enforcing or collecting any note, warranty, or liability of Debtor to Secured Party, or in realizing upon, enforcing or collecting any account, promissory note, chattel paper, instrument, document or other collateral of Debtor's in which Secured Party has a security interest. Until Debtor reimburses Secured Party for the amounts provided in this paragraph, such amounts shall be considered part of Debtor's liability to Secured Party.

which is secured by any security agreement executed by Debtor in Secured Party's favor, including this Agreement, unless such security would cause Secured Party to be in violation of a right of rescission or a restriction on security interests, in which case, to that extent, such amounts will not be secured. The amount of Debtor's liability under this paragraph shall be subject to accrual of interest at a rate not exceeding the annual percentage rate ("APR") or interest rate provided in the instrument secured by this Agreement. Any notice required in connection with this paragraph shall be sufficient if given at Debtor's address set forth in this Agreement by (a) mailing the notice at least 10 days before, or (b) delivering the notice at least 5 days before the commencement of the performance of the duties specified in the notice.

12. POSSESSION. Debtor shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Secured Party chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

13. CONTROL. Debtor will cooperate with Secured Party in obtaining control with respect to Collateral consisting of: deposit accounts; investment property; letter-of-credit rights; electronic chattel paper.

14. CHATTEL PAPER. If the Collateral includes chattel paper, Debtor will not create any chattel paper without placing a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest in the chattel paper.

15. PURCHASE MONEY SECURITY INTEREST. To the extent Debtor uses the Indebtedness to purchase Collateral, Debtor's repayment of the Indebtedness shall apply on a "first-in-first-out" basis so that the portion of the Indebtedness used to purchase a particular item of Collateral shall be paid in the chronological order the Debtor purchased the Collateral.

16. DEBTOR'S NAME AND LOCATION. Debtor's exact legal name is as set forth on the reverse side of this Agreement. If Debtor is an individual, Debtor's principal residence is at Debtor's address as set forth herein. If Debtor is an entity other than an individual, Debtor's location (i.e., place of business, chief executive office or state of organization, as the case may be) is in the state reflected for Debtor's address or as otherwise set forth on the reverse side of this Agreement. Until the Indebtedness is paid in full, Debtor agrees that it will not change its location (for example, its state of incorporation) or its legal name without providing Secured Party 30 days' prior written notice.

17. DEBTOR'S COOPERATION. In addition to Debtor's other obligations and agreements in this Agreement, and Secured Party's remedies, Debtor agrees and promises to do all acts which Secured Party deems reasonable or necessary to preserve or protect the Collateral, including, without limitation, the following:

(a) **FARM PRODUCTS.** If the Collateral includes "farm products," Debtor agrees to execute and deliver to Secured Party an "Effective Financing Statement" containing all information required by law. Debtor also agrees to furnish to the Secured Party a list of the names and addresses of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products and agrees to keep such list current. Secured Party may inform persons on such list and others of Secured Party's security interest in the farm products if any of the farm products are sold to or through any person or entity not on the list. Debtor may be subject to a fine unless Secured Party was notified in writing at least 7 days prior to such sale, or unless all sale proceeds are remitted to Secured Party within 10 days after such sale. Debtor agrees that before receiving an instrument in payment for farm products other than livestock, Debtor shall execute a certificate containing, in addition to all information required by law, the name of Secured Party and a statement that Secured Party holds a security interest in the farm products listed on the certificate.

(b) **LIVESTOCK.** In addition to the provisions of this Agreement relating to farm products, if the Collateral includes livestock, to the extent Secured Party deems it necessary to preserve the Collateral, and upon Secured Party's demand, with an appropriate credit for its value, Debtor will make available to Secured Party all feed, both hay and grain, and all equipment owned by Debtor and used in the feeding and handling of the livestock. Debtor will cooperate with Secured Party and use Debtor's best efforts to allow Secured Party use of all Debtor's right, title and interest in or to all water privileges, all other equipment used in the feeding and handling of the livestock, and all contracts and leases covering lands for pasture and grazing.

(c) **CHATTEL PAPER, ACCOUNTS, INSTRUMENTS, DOCUMENTS, SECURITIES AND NOTES.** If the Collateral becomes evidenced by chattel paper, accounts, instruments, documents, shares of stock or other securities, promissory notes, trade acceptances, or other instruments in writing, or if Debtor receives stock rights, rights to subscribe, dividends of any kind or character (including liquidating dividends), new securities, cash, interest, or any other property by reason of ownership of the Collateral, the Collateral shall include all such property and, unless Secured Party provides otherwise, Debtor immediately shall deliver and pledge the same to Secured Party, appropriately assigned or endorsed to Secured Party's order. Secured Party will hold such proceeds and property in the same manner as the Collateral originally pledged under this Agreement. Secured Party, at its option, may permit such property to be received and retained by Debtor, but Secured Party may at any time terminate such permission. Debtor agrees to execute all necessary stock powers and other conveyances to pledge to Secured Party any property described in this paragraph. Debtor also agrees to execute and deliver such financing statements and other documents required by Secured Party to protect or perfect the assignment, pledge, transfer and grant of the security interest granted in this Agreement. Regardless of the form of any assignment, endorsement or other conveyance executed by Debtor, Debtor waives presentment, demand, notice of dishonor, protest and notice of protest, and all other notices with respect to such conveyances. If the Collateral includes accounts or other receivables and the right to payment is enhanced by a letter of credit, Debtor agrees to deliver the letter of credit immediately to Secured Party, and not to make demand under it or assign it by way of security or otherwise without Secured Party's prior express consent in writing, which consent Secured Party is under no obligation to give.

(d) **CASH AND OTHER REMITTANCES.** Upon demand of and as specified by Secured Party, when Debtor receives any checks, trade acceptances, drafts, cash, or other remittances, in payment of accounts or other Collateral or as proceeds of inventory or other Collateral, Debtor shall apply the same directly on Debtor's liability to Secured Party, or deposit the same in a special account maintained with Secured Party and from which Secured Party has the power of withdrawal. If Secured Party so requires, Debtor will promptly notify Secured Party of such applications or deposits, identifying in writing the source of same and the Collateral which has been converted into same. The funds in any such special account shall be held by Secured Party as security for all Debtor's liabilities to Secured Party. Said proceeds shall be deposited in precisely the form received, except for Debtor's endorsement where necessary to permit collection of items, which endorsement Debtor agrees to make, and which Secured Party is hereby granted a power of attorney to make on Debtor's behalf if Debtor fails or refuses to make such endorsement. Pending such deposits, Debtor agrees that any such checks, drafts, cash or other remittances will not be commingled with any of Debtor's funds or property, but will be held separate and apart and in trust for Secured Party until deposit of same is made in the special account. Secured Party will, at intervals to be determined by Secured Party, apply the whole or any part of any monies which are on deposit with Secured Party, whether owned by Debtor or any other party liable under this Agreement, against the principal or interest due on any loans made to Debtor by Secured Party, or against Debtor's other liabilities to Secured Party secured by this Agreement, at Secured Party's sole option, unless so applying those deposits would contravene any written agreement between Debtor and Secured Party or any government regulation. Any portion of such funds on deposit which Secured Party elects not to apply will be paid to Debtor by Secured Party.

(e) **PROCEEDS.** Whenever the sale, exchange, or other disposition of inventory or other Collateral gives rise to an account, chattel paper, instrument, or general intangible for the payment of money ("proceeds" for purposes of this paragraph), Debtor, as required by Secured Party, shall notify Secured Party promptly of the disposition of said inventory or other Collateral and any resulting proceeds. With respect to all proceeds covered by this Agreement, Debtor represents that (i) no set-off or counterclaim exists or shall be permitted to exist (ii) no agreements have been or shall be made for any material modification, deduction or discount, and (iii) no partial payments have been or shall be made except as revealed to Secured Party by Debtor in writing. All proceeds where the right to payment has not yet been earned by performance shall be evidenced by a binding written contract between Debtor and third parties, and copies of such contracts shall be provided to Secured Party. Secured Party shall have the right to notify any account debtor or obligor of Debtor's obligation to make payments directly to Secured Party and Secured Party may take control of all proceeds, which right Secured Party may exercise at any time. Until such time as Secured Party elects to exercise such right, Debtor is authorized as Secured Party's agent to collect and enforce such proceeds. The costs of such collection and enforcement, including attorneys' fees and other expenses, shall be borne by Debtor, whether incurred by Secured Party or Debtor.

(f) **FEDERAL ASSIGNMENT OF CLAIMS ACT.** If the Collateral includes accounts or other receivables with a face value over \$1,000, and which arise out of a contract with the United States of America or any of its departments, agencies, subdivisions or instrumentalities, Debtor shall notify Secured Party promptly in writing of that fact. Debtor shall execute any instruments and take any other action Secured Party requires or requests to perfect Secured Party's security interest in such accounts under the provisions of the Federal Assignment of Claims Act.

REMEDIES

Upon the occurrence of an Event of Default, and at any later time, Secured Party may, except as otherwise provided by law, at its option and without notice or demand to Debtor, exercise any and all rights and remedies provided by the UCC, as well as all other rights and remedies Secured Party possesses, including but not limited to the right to:

1. Declare all liabilities secured by this Agreement immediately due and payable, and/or proceed to enforce payment and performance of all such liabilities, provided that upon any prepayment in full of the unpaid balance of such liabilities, Debtor shall be entitled to a rebate of any unearned portion of any finance or other charge in accordance with law.

2. Require Debtor to assemble the Collateral or evidence of the Collateral and make it available to Secured Party at a place Secured Party designates which is reasonably convenient to both parties. Debtor shall be responsible for any expenses and damages if Debtor wrongfully damages the Collateral or, after default and demand in accordance with law and this Agreement, Debtor wrongfully fails to make the Collateral available to Secured Party. All such expenses and damages are secured by Secured Party's security interest in the Collateral granted by this Agreement.

3. Repossess the Collateral, and for this purpose Secured Party is granted authority to enter into and upon any premises on which any part of the Collateral may be situated and remove it. Debtor waives any claim in connection with or arising from an entry peaceably made in connection with a repossession. Debtor authorizes Secured Party or its independent contractors to take possession of and hold any property located in or temporarily attached to the Collateral. If Debtor has not reclaimed such property within 10 days after notice of its taking and location is sent to Debtor, such property may be sold and the proceeds applied to expenses and other amounts due from Debtor to Secured Party. Any balance of such proceeds remaining after payment in full of all amounts secured by this Agreement shall be paid to Debtor.

4. Possess all books and records evidencing or pertaining to the Collateral and any personal property in or associated with the Collateral, and for this purpose Secured Party is granted authority to enter into and upon any premises at which any part of such books and records may be situated and remove them. Any such property not necessary to enforcement of Secured Party's rights shall be returned to Debtor on demand, or otherwise upon completion of use.

5. Transfer any of the Collateral or evidence of the Collateral into Secured Party's own name or that of a nominee, and receive the proceeds and hold the same as security for Debtor's liabilities to Secured Party or apply the proceeds on or against any such liability. Secured Party may notify account debtors and obligors to make payment directly to Secured Party, and may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, release or realize upon the Collateral, in Secured Party's own name or in Debtor's name, as Secured Party may determine.

6. Sell or otherwise dispose of the Collateral. Unless the Collateral in whole or part is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale, or of the time after which any private sale or other disposition is to be made. Such notice shall be adequate if given at Debtor's address set forth in this Agreement by mailing the notice at least 10 days before any sale or other disposition or action. Secured Party shall be entitled to, and Debtor shall be liable for, reimbursement of all reasonable costs and expenditures of realizing on the security interest, including without limitation court costs, fees for replevin bonds, storage, repossession costs, repair and preparation costs for sale, selling costs and attorneys' fees. All such costs are secured by the security interest in the Collateral granted by this Agreement, except as provided above under "Expenditures by Secured Party." Additionally, if the Collateral includes real estate, and if the mortgage executed in connection with this agreement so provides, Secured Party may exercise its power to sell the Collateral and the interests of all persons in the manner provided in the Oklahoma Power of Sale Mortgage Foreclosure Act, 46 Okla. Stat. § 40 et seq. If there is a foreclosure other than by a Power of Sale, Debtor waives appraisal of the Collateral, unless Secured Party seeks an appraisal. Appraisal shall be at the Secured Party's sole option, to be declared when the petition to foreclose is filed or when judgment is taken.

Debtor waives any right it may have to require Secured Party to pursue any third person for any of the Indebtedness. Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. Secured Party has no obligation to clean-up or otherwise prepare the Collateral for sale. Secured Party may sell the Collateral without giving any warranties as to the Collateral and may specifically disclaim any warranty of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If Secured Party sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited.

7. Secured Party shall not be liable for failing to collect any account, enforce any contract right, or any other act or omission on the part of Secured Party, its officers, agents or employees, except as the same constitutes bad faith or failure to act in a commercially reasonable manner. Secured Party shall have acted in a commercially reasonable manner if its action or inaction is consistent with general commercial usage of parties similarly situated in the area of Secured Party's location, but this standard shall not constitute disapproval of any procedures which otherwise may be reasonable under the circumstances nor require Secured Party to take steps to preserve rights against prior parties in an instrument or chattel paper.

Exhibit A
Locomotives and Rolling Stock

Item	Number	Status	Type/Descr.
Diesel Locomotives			
3.	777	Operational Diesel	1954 EMD GP7
4.	1751	Operational Diesel	1955 EMD GP9
5.	711	Operational (MOW)	1954 EMD GP7 Diesel
6.	1755	Operational (MOW)	1956 EMD GP9 Diesel
Caboose			
7.	2448	Operational	1961 Wabash Bay Caboose/Generator Car-1
8.	6118	Operational	1970 L&N Bay Caboose/Generator Car-2
9.	537	Operational	1970 N&W Cupola Caboose
10.	1490	Operational	1970 D&RG Cupola Caboose
11.	999447	Operational	1969 SantaFe Cupola Caboose
12.	3753	Operational	1971 Chessie Bay Caboose (Concession)
Passenger Cars			
13.	3331	Operational	1940 Budd Observation-Lounge Car/Champion
14.	536	Operational	1952 Pullman Club Car/MacNeil
15.	8807	Operational	1949 Budd Dormitory-Kitchen Car/Conductor's Café
16.	1103	Operational	1935 Pullman Crown Coach/Crescent Ltd.
17.	25	Operational	1923 Pullman Crown Coach/Piedmont
18.	841	Operational	1950's Pullman Crown Coach/Royal Palm
19.	26	Operational	1923 Pullman Crown Coach/Southland

20.	31	Operational Open Air/Almond	1959 Pullman Coach
21.	35	Operational Open Air/Fontana	1946 Pullman Coach-
22.	32	Operational Open Air/James Revis	1959 Pullman Coach
23.	37	Operational Open Air/Nantahla	1946 Pullman Coach
24.	34	Operational Open Air/Olivine	1959 Pullman Coach
25.	33	Operational Open Air/Topton	1959 Pullman Coach
26.	30	Operational Open Air/Whittier	1959 Pullman Coach
27.	36	Operational Open Air/Wildwater	1946 Pullman Coach
28.	513	Operational Open Air/Oconaluttee	1965 GSI Flatcar
29.	556	Operational Open Air/Tuckasegcc	1965 GSI Flatcar
30.	322	Operational Win. Coach/Bryson City	1921 Pullman Open
31.	523	Operational Coach/Cherokee	1935 CCF Open Win.
32.	522	Operational Coach/Jackson	1935 CCF Open Win
33.	324	Operational Open Win. Coach Pec Wee	1921 Pullman
34.	320	Operational Win. Coach/Sylva	1921 Pullman Open
35.	8015	Operational Diner/Silver Meteor	1940 Budd
36.	8806	Operational Lounge Car/Dixie Flyer	1949 Budd Tavern
37.	6514	Out of Service Coach/Dillsboro	1952 Pullman Open Winn
38.	6516	Out of Service	1952 Pullman Open Winn

Out of Service

39.	5	Storage	Box Car
40.	SNAX 1001	Storage	Tanker
41.	1141	Out of Service	Baggage/American Fed.
42.	1144	Out of Service	Baggage/Halloween
43.	N/A	Out of Service	Baggage/Milwaukee
44.	NATX 78371	Storage	1974 N. Am Tank Car Co. 24,000 gallon

Maintenance of Way

45.	GSMR 206	Operational (MOW)	1956 50 Ton Flat Car w/crane
46.	GSMR 538	Operational	1956 70 Ton Flat Car
47.	GSMR 598670	Operational	Gondola
48.	GSMR 788	Operational (MOW)	Hopper
49.	GSMR 152592	Operational	1996 P-J Model 900 Tie Insertter
50.	GSMR 144036	Operational	1996 P-J Model 925 Tamper
51.	GSMR No#	Operational	Kershaw Tamper
52.	GSMR 1303	Operational	Kershaw Ballast Regulator BR-697
53.	GSMR	Operational	Small Rail Tie Crane 12-724-86
54.	GSMR No #	Out of Service	Bay Caboose (Snack Bar) Dillsboro
55.	GRSM	Out of Service	Bay Caboose (Ticket office) Dillsboro
56.	161580	Out of Service	1969 N&W Boxcar (Gift Shop) Dillsboro
57.	160689	Out of Service	1969 N&W Boxcar (Gift Shop) Bryson City
58.	160230	Out of Service	1969 N&W Boxcar (Restroom)
59.	164265	Out of Service	1967 N&W Boxcar (MOW)
60.	1901	Out of Service (Fugitive)	1960 GD-418-B Diesel Locomotive
61.	536	Out of Service (Fugitive)	1962 EMD-GP30 Diesel Locomotive
62.	13	Out of Service	Navy Strategic Air Command Dillsboro Office

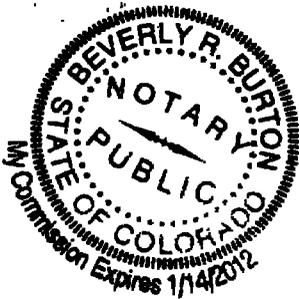
Acknowledgement for Security Agreement:

STATE OF Colorado

COUNTY OF La Plata

This instrument was acknowledged before me on this 10th day of June, 2009, by Allen Harper as President of Great Smoky Mountains Railroad, Inc., a North Carolina corporation.

(NOTARY SEAL)



Beverly R. Burton
Notary Public Signature
Beverly R. Burton
(Name typed, printed or stamped)
Notary Public, State of Colorado
Commission No.: _____
My Commission Expires: 01/14/2012

I, Allen Harper, certify that I am President of Great Smoky Mountains Railroad, Inc., a North Carolina corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct. Executed on the 10th day of June, 2009.

Allen Harper
Allen Harper